

**Exhibit 26
(Redacted)
(Previously Filed Under Seal as Dkt. 438)**

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF MINNESOTA
3 FAIR ISAAC CORPORATION, :
4 Plaintiff : Court File No.
5 v. : 16-cv-1054
6 FEDERAL INSURANCE COMPANY : (WMW/DTS)
7 an Indiana corporation, and :
8 ACE AMERICAN INSURANCE :
9 COMPANY, a Pennsylvania :
corporation, :
10 Defendants. :
11 _____ X
12

13 30 (b) (6) Videotape Deposition of:
14 FAIR ISAAC CORPORATION (WILLIAM WAID)
15 Philadelphia, Pennsylvania
16 Tuesday, April 2, 2019
17 Scheduled for 9:00 A.M.
18

19 CONFIDENTIAL - ATTORNEYS' EYES ONLY
20

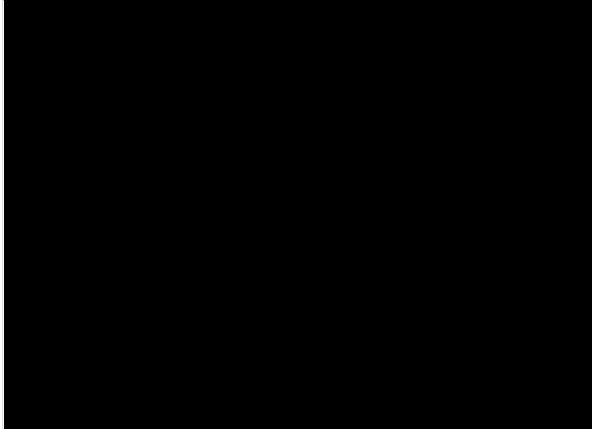
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24 Reported By:
25 Greg DiDonato, CSR#541, Pennsylvania Notary

EXHIBIT
26

1 of that provision that if ESHC is, if they
2 merge with another company, under that
3 provision just merging with the other
4 company, do they have to obtain FICO's
5 consent in your view?

6 MS. KLIEBENSTEIN: Objection;
7 calls for speculation and a legal
8 conclusion.

9 MR. FLEMING: Go ahead.


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22 MS. KLIEBENSTEIN: Objection;
23 speculation, calls for a legal
24 conclusion, outside of the scope of
25 the 30(b)(6).

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1 Q. Well, it's a phrase in the FICO
2 agreement; so, however you would define it.

3 A. Well, why would two entities
4 actually merge in the first place, if not to
5 gain business synergies and the combined
6 entity to grow beyond the sum of the parts.

7 Q. My question is a different one,
8 whether there is any other instance in which
9 that was the subject of a dispute with the
10 licensee as to whether there was expanded use
11 or whether they had to get consent for
12 expanded use?

13 MS. KLIEBENSTEIN: Any other
14 instance?

15 A. Yeah, I'm going to ask for a
16 clarification.

17 Q. Other than with regard to Federal
18 and FICO.

19 MS. KLIEBENSTEIN: I'm going to
20 object as outside of the 30(b)(6)
21 topic, and I'm going to --

22 MR. FLEMING: It's clearly
23 within 23, absolutely it's within 23.

24 MS. KLIEBENSTEIN: Well, it
25 mischaracterizes the precise nature of

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1 He's not here to testify on the
2 meaning of contract terms.

3 If you have any --

4 THE WITNESS: I'm rereading it.
5 I would rely on legal counsel for the
6 viewpoint. I would like to reread it.

7 (Pause.)

8 A. I would answer you this way. This
9 cannot be actually interpreted without the
10 full agreement. There are other provisions
11 that are not present in this addendum. So, I
12 couldn't even begin to. But even if I were,
13 in this case, I would seek counsel to actually
14 make sure of the wording before I acted on it.

15 Q. So, is there any other instance
16 that you're aware of where there was an issue
17 about whether a licensee merged with another
18 company or there was a change in control, and
19 the issue was whether there was expanding use
20 following the merger?

21 A. I believe I actually testified to
22 this in my last deposition. You asked me the
23 same question, and my response was at the
24 time, what is expanded use, how do you define
25 that?

1 this lawsuit and calls for speculation.
2 If you feel that you can answer
3 it, I guess, go ahead.

4 A. It's not about expanding use, it's
5 about a merger event.

6 Q. So, in response to my question,
7 you can't recall any instance in which there
8 was a dispute about whether there was expanded
9 use in connection with a merger or a change in
10 control?

11 MS. KLIEBENSTEIN: Objection;
12 mischaracterizes his previous testimony.

13 MR. FLEMING: It's a question,
14 I'm not characterizing it in any way.

15 A. I don't understand the question.
16 You're going to have to re-word it.

17 Q. Has any licensee ever asked for
18 FICO's consent because it anticipated expanded
19 use under its software license agreement with
20 FICO?

21 A. That was asked and answered.
22 Consent is an acquisition for a
23 merger event. That's what they seek.

24 Q. My question is different.

25 A. Well, I understand your question.

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1 Q. I'd like an answer to my question, 2 since you understand it. 3 A. I answered your question. They 4 seek consent for a merger for acquisition 5 event. 6 Q. And my question is different. 7 Has there ever been a time when a 8 licensee asked for consent because it 9 anticipated there would be expanded use? 10 MS. KLIEBENSTEIN: Within a 11 merger acquisition or similar event? 12 MR. FLEMING: Yes. 13 MS. KLIEBENSTEIN: Okay. 14 You can answer that. 15 A. My answer stands that the merger 16 or acquisition event actually constituted the 17 trigger request itself. That is in itself an 18 expanded use. No one specifically asked for 19 expanded use, because it's a merger and 20 acquisition event that triggered it. 21 Q. You would agree that there has 22 been no prior incidents where FICO has 23 specifically been requested by a licensee to 24 consent to its expanded use in connection with 25 a merger or acquisition?	1 open because of your direction for him 2 not to answer which would have opened 3 up other areas of inquiry, as well. 4 MS. KLIEBENSTEIN: Understood. 5 We were just talking before that 6 you anticipated questions until six. 7 MR. FLEMING: I didn't anticipate 8 you were going to continue to direct 9 him not to answer. 10 MS. KLIEBENSTEIN: Okay. 11 THE VIDEOGRAPHER: This marks 12 the end of today's deposition of 13 William Waid. 14 This is tape number five of 15 five. We're going off the record at 16 5:23 p.m. 17 (Time on the record: 06:05:01.) 18 (Whereupon, at 5:23 p.m., the 19 30(b)(6) deposition of FICO by William 20 Waid was adjourned.) 21 THE REPORTER: Do you want the 22 witness to read and sign? 23 MS. KLIEBENSTEIN: Yes. 24 THE REPORTER: Do counsel want a 25 rough transcript?
1 MS. KLIEBENSTEIN: Objection; 2 asked and answered. 3 MR. FLEMING: Well, he actually 4 refused to answer the question, and I 5 would like an answer to it. 6 (Pause.) 7 THE WITNESS: I just wanted to 8 confirm that one. 9 A. No, I'm not aware. 10 MR. FLEMING: I have no further 11 questions at this time. I'm not 12 closing the deposition. 13 I did not count the number of 14 times you directed Mr. Waid not to 15 answer, but I think it was somewhere 16 around 20 or 25 times. 17 So, we're going to seek a court 18 order compelling responses and the 19 appropriate relief connected with 20 that. 21 MS. KLIEBENSTEIN: But, to 22 confirm, no further questions, you're 23 not keeping the deposition open due to 24 the time? 25 MR. FLEMING: I am keeping it	1 MR. FLEMING: No. 2 MS. KLIEBENSTEIN: We probably 3 do. 4 THE REPORTER: When do you want 5 the final delivery? 6 MR. FLEMING: We would like a 7 rough. 8 THE REPORTER: Do you want the 9 final regular or expedited? 10 MR. FLEMING: Yes. Monday is 11 fine. 12 *** 13 14 15 16 17 18 19 20 21 22 23 24 25